

This document prepared by,
and after recording mail to:



0011197284

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FOURTH AMENDMENT TO LOAN DOCUMENTS

This FOURTH AMENDMENT TO LOAN DOCUMENTS (the "Amendment") is made as of the 13th day of September, 2001, by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), SHEFFIELD-WEED, L.L.C., an Illinois limited liability company ("Borrower"), JOHN MCLINDEN ("McLinden"), ARTHUR SLAVEN ("Slaven"), LAURENCE ASHKIN ("Ashkin"), SHERWOOD BLITSTEIN ("Blitstein") and SOL BARKET ("Barket", with McLinden, Slaven, Ashkin, Blitstein and Barket being referred to herein, individually and collectively, as the "Guarantors").

Recital

A. Lender made a loan to Borrower in the principal amount of \$3,650,000 (the "Loan"). The Loan is evidenced by a Mortgage Note dated October 28, 1999, in the principal amount of \$3,650,000, executed and delivered by Borrower to Lender (the "Note").

B. The Note is secured by, among other things, the following documents:

1. Mortgage and Security Agreement dated October 28, 1999, and recorded November 1, 1999 with the Recorder as document no. 09024094 (the "Sheffield Mortgage"), encumbering the real property legally described in EXHIBIT A attached hereto and made a part hereof (the "Sheffield Property");

2. Assignment of Rents and Leases dated October 28, 1999, and recorded November 1, 1999 with the Recorder as document no. 09024095 (the "Sheffield Assignment of Rents and Leases").

The foregoing documents have been amended by an Amendment to Loan Documents dated as of August 22, 2000 and recorded August 29, 2000 with the Cook County Recorder of Deeds as Document No. 00670218 (the "First Amendment"); a Second Amendment to Loan Documents dated as of April 13, 2001 and recorded July 17, 2001 with the Cook County Recorder of Deeds as Document No. 0010633715 (the "Second Amendment"), and a Third Amendment to Loan Documents dated as of July 13, 2001 and recorded September 27, 2001 with the Cook County Recorder of Deeds as Document No. 0010905122 (the "Third Amendment", and together with the First Amendment and the Second Amendment, the "Previous Amendments"). Except as

Handwritten signature and initials: ROR 136, SJW

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otherwise expressly provided in this Amendment, initially capitalized terms used but not expressly defined in this Amendment have the respective meanings given them in the Sheffield Mortgage.

C. Lender, Borrower and Guarantors desire to further extend the Maturity Date (as defined in the Note) of the Loan to December 13, 2001 and to amend the Note and the Loan Documents accordingly, on the terms and conditions set forth in this Amendment.

Agreements

In consideration of the Recitals set forth above, which by this reference are made a part of this Amendment, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows:

1. Extension of Maturity Date. The Maturity Date of the Loan is hereby extended to December 13, 2001. All references in the Note, the Sheffield Mortgage, the Sheffield Assignment of Rents and Leases, the Guaranty and the other Loan Documents to the Maturity Date of the Loan shall be deemed references to the Maturity Date as extended to December 13, 2001.
2. Amendment to Note. The Note is amended as follows:
 - a. by deleting the date "September 13, 2001" in paragraph 1(k) and inserting the date "**December 13, 2001**" in its place; and
 - b. The following is inserted as the first sentence of the second grammatical paragraph of paragraph 4:

"Commencing October 1, 2000, and on the first day of each month thereafter, through December 1, 2001, Borrower shall pay Lender an installment payment of principal in the amount of \$15,000."
3. Amendment to Sheffield Mortgage. The Sheffield Mortgage is hereby amended as follows:
 - a. By deleting the date "September 13, 2001" in Paragraph C of the Recitals and inserting the date "**December 13, 2001**" in its place.
4. Amendment to all Loan Documents. All Loan Documents are amended to provide that all references therein to the Loan Documents shall be deemed references to the Loan Documents as amended by the Previous Amendments and this Amendment.
5. Reaffirmation of Representations and Warranties. Borrower hereby certifies and confirms to Lender that all of Borrower's representations and warranties set forth in the Note and the other Loan Documents, as amended hereby, remain true and correct in all respects as of the date hereof.

6. No Default. Borrower hereby certifies and confirms to Lender that no Event of Default or event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, has occurred and is continuing.

7. Ratification of Note and Other Loan Documents. Borrower hereby ratifies and reaffirms the Note and the other Loan Documents to which Borrower is a party, as amended by the Previous Amendments and this Amendment, and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower hereby acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Note or other Loan Documents to which Borrower is a party, as amended by the Previous Amendments and this Amendment.

8. Consent and Ratification by Guarantor. In consideration of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby acknowledge and consent to the execution of this Amendment by the parties hereto and to all of the terms, conditions and provisions hereof. Each Guarantor joins in, adopts and agrees to be bound by the amendments to the Guaranty and Environmental Indemnity Agreements as parties thereto. Each Guarantor hereby certifies and confirms to Lender that all of their respective representations and warranties set forth in the Guaranty and the Environmental Indemnity Agreements, as amended by the Previous Amendments and this Amendment, remain true and correct in all respects as of the date hereof. Each Guarantor acknowledges and agrees that the Environmental Indemnity Agreements and Guaranty, as amended by the Previous Amendments and this Amendment, remain in full force and effect. Each Guarantor also agree that as of the date of this Amendment they have no defense, set-off or counterclaim to or against enforcement of the Environmental Indemnity Agreements or Guaranty, as amended by the Previous Amendments and this Amendment, in accordance with their respective terms.

9. Full Force and Effect. The Note and other Loan Documents, as amended by the Previous Amendments and this Amendment, remain in full force and effect in accordance with their respective terms and provisions.

10. Binding Obligation. This Amendment, the Note and other Loan Documents, as amended by the Previous Amendments and this Amendment, are and shall continue to be binding on Borrower and Guarantor and their respective heirs, executors, administrators, successors and assigns, and inure and shall continue to inure to the benefit of Lender and its successors and assigns.

11. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

12. Payment of Costs. Borrower shall pay promptly upon Lender's demand all of Lender's costs and expenses incurred by Lender in connection with this Amendment, including without limitation all legal fees of Lender's counsel in connection herewith, and the

enforceability of this Amendment against Lender is conditioned upon payment of said costs and expenses.

Lender, Borrower and Guarantor have executed this Amendment as of the date first above written.

BORROWER:

SHEFFIELD-WEED, L.L.C., an Illinois limited liability company

By: [Signature]
Name: John McLinden
Title: a Guarantor

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]
Name: Andrea M. Patch
Title: VP

GUARANTORS:

[Signature]
John McLinden, individually

[Signature]
Arthur Slaven, individually

[Signature]
Laurence Ashkan, individually

[Signature]
Sherwood Blitstein, individually

[Signature]
Sol Berket, individually

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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, ~~STEPHANIE T. BENGTSSON~~ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN MELUNKA a manager of SHEFFIELD-WEED, L.L.C., an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 2001.

"OFFICIAL SEAL"
STEPHANIE T. BENGTSSON
Notary Public, State of Illinois
My Commission Expires 10/06/05
Notary Public
Stephanie Bengtsson

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ANDREA H. PATCHIN personally known to me to be the Vice President of the LaSalle Bank National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of December, 2001.

Maria T. Esparza
Notary Public
OFFICIAL SEAL
MARIA T. ESPARZA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/12/03

My commission expires _____

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STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JOHN MCLINDEN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 2001.

"OFFICIAL SEAL"
STEPHANIE T. BENGTSOON
Notary Public, State of Illinois
My Commission Expires 10/06/05

Stephanie Bengtsson

My commission expires _____

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ARTHUR SLAVEN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 2001.

"OFFICIAL SEAL"
STEPHANIE T. BENGTSOON
Notary Public, State of Illinois
My Commission Expires 10/06/05

Stephanie Bengtsson

My commission expires _____

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that LAURENCE ASHKIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 2001.



Stephanie T. Bengtsson
Notary Public

My commission expires

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SHERWOOD BLITSTEIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 2001.



Stephanie T. Bengtsson
Notary Public

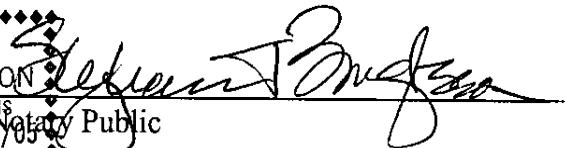
My commission expires

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SOL BARKET, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of DEC, 2001.

“OFFICIAL SEAL”
STEPHANIE T. BENGISSON
Notary Public, State of Illinois
My Commission Expires 10/06/05
Notary Public



My commission expires _____

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EXHIBIT A

LOTS 20 TO 30 INCLUSIVE, AND THE WEST 9.95 FEET OF LOT 31 IN JOHN A. YALE'S RESUBDIVISION OF BLOCK 39 IN ELSTON'S ADDITION TO CHICAGO, IN THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-208-013-0000
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Address: 1555 North Sheffield Avenue
Chicago, Illinois

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